

## REMARKS

Claims 17-45 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

### Section 121 Restriction:

The Examiner indicates that restriction is required between Inventions I and III as listed on page 2 of the Office Action. The Examiner indicates that Invention III is considered non-elected based on Applicants' prior election and original presentation of claims. Applicants traverse this additional restriction requirement between Inventions I and III on the grounds that the Examiner has not stated a proper restriction requirement.

The Examiner contends that Inventions I and III "are related as subcombinations disclosed as usable together in a single combination." However, Inventions I and III are not *disclosed as subcombinations usable together in a single combination*. Instead, the respective claims of Inventions I and III recite features and functionality of the same Document Exchange (XDOC) Framework, as disclosed in the application. Applicants' disclosure does not describe the features of claims 17-30 as one subcombination and the features of claims 31-45 as a second subcombination where the two different subcombinations are disclosed as usable together in a single combination. Although claims 17-30 and 31-45 do vary in scope, both claim sets read on the general functionality of the XDOC Framework described in Applicants' disclosure, not on two separate subcombinations.

Moreover, the Examiner's own definitions of Inventions I and III do not define separate subcombinations usable together in a single combination. The Examiner defines Invention I as a "Document Exchange Framework and method of use", and the Examiner defines Invention III as "a method, device and computer accessible medium for processing purchase requests including receiving and parsing documents with name tags." However, the functionality that the Examiner uses to define Invention III is

described in Applicants' specification as part of the functionality of the Document Exchange Framework that the Examiner uses to define Invention I. Thus, by the Examiner's own definitions, Inventions I and III are not separate subcombinations.

For example, Applicants' disclosure describes embodiments of the XDOC Framework including various components such as the configuration file module, a conduit file module and a persistent object framer module, recited in claim 17 (Invention I) (see, e.g. FIG. 6, and pages 21-22). Applicants' disclosure also describes embodiments of the XDOC Framework including functionality recited in claim 26 (Invention I), such as receiving a purchasing request, retrieving XML content from data sources, and transforming the retrieved XML content (see, e.g. FIG. 6, and pages 21-22). Additionally, Applicants' disclosure describes embodiments of the same XDOC Framework including functionality recited in claims 31, 36 and 41 (Invention III), such as receiving one or more input documents in a markup language, identifying tag names in the input documents, generating data objects corresponding to tag names, identifying purchasing parameters, and generating output documents (see, e.g. FIGs. 8A and 8B; pages 15-16; pages 24-25). Like original claims 17-30, added claims 31-45 read on the functionality of the same document exchange framework for processing in-bound and out-bound documents in an electronic procurement system as described in Applicants' specification. Although claims 17-30 and 31-45 certainly vary in scope, they do not reflect separate subcombinations.

Furthermore, to state a proper restriction requirement for subcombinations usable together in a single combination, the Examiner must show, by way of example, that one of the subcombinations has utility other than in the disclosed combination. The burden is on the Examiner to provide a proper example. M.P.E.P. 806.05(d). The example given by the Examiner is that "invention III has separate utility such as it requires the use of tag names which are not required by invention I." The Examiner has merely pointed out that the claims of Invention III include a limitation not included in the claims of Invention I. However, a difference in scope between the claims does not necessarily mean that they have a different utility. While not requiring the use of tag names, the claims of Invention

I do not preclude the use of tag names either. In fact, Applicants' specification clearly describes that the Document Exchange Framework and method of use, which the Examiner has defined as Invention I, can make use of tag names in certain embodiments (see, e.g. page 15, line 26 – page 16, line 18). Thus, rather than showing by way of example that one of the subcombinations has utility other than in the disclosed combination, the Examiner has merely pointed out a feature of the Document Exchange (XDOC) Framework that is recited in Invention III while not specifically recited in Invention I.

Applicants are not asserting that embodiments claims 17-45 could not have utility outside of a document exchange framework. However, the "burden is on the Examiner to provide a proper example" of such utility. M.P.E.P. 806.05(d). The Examiner has clearly not met this burden. Thus, the restriction requirement is improper.

The Examiner has failed to state a proper restriction requirement as noted above. As such, Applicants respectfully request the removal of the restriction requirement and request examination of claims 31-45.

#### **Section 102(e) Rejection:**

The Office Action rejected claims 17-22 and 24-30 under 35 U.S.C. § 102(e) as being anticipated by Rivera (U.S. Publication 2002/0107699). Applicants respectfully traverse this rejection for at least the following reasons.

Regarding claim 17, Rivera fails to disclose an Extensible Markup Language (XML) content configuration file module configured to provide XML content gathered from a plurality of in-bound documents and applied to out-bound documents responsive to said in-bound documents. Rivera teaches a system in which purchase orders formatted in a buyer's native format are translated to an internal format and then translated from the internal format to a supplier's native format. Rivera fails to teach *gathering XML content from in-bound documents and applying the gathered XML content to out-bound*

*documents*. Instead, Rivera teaches the use of translation maps and workflow instructions to translate a received purchase order into the internal format (Rivera, paragraphs [0008] and [0053]).

The Examiner cites paragraph [0053] of Rivera and asserts that Rivera's system includes exchanging XML purchase order data between a supplier and a buyer. However, Rivera teaches that purchase order documents received in a buyer specific format may be translated *into* an XML based internal format (Rivera, paragraphs [0031] and [0036]). Rivera does not disclose receiving purchase orders in an XML format. The Examiner contends that Rivera "discloses the use of Open Buying on the Internet (OBI) standards for XML" and cited paragraph [0036] of Rivera. However, the cited portion of Rivera (paragraph [0036]) only mentions that Rivera's system may support Open Buying on the Internet (OBI), but does not mention anything regarding XML. The Examiner has not shown that the Open Buying on the Internet (OBI) necessarily and inherently included and/or required the use of XML at the time of Applicants' invention.

Additionally, Rivera fails to disclose a conduit file module coupled to said XML configuration file configured to receive files in a first XML format and generate corresponding files in a second XML format. As noted above, Rivera teaches only the translation of a purchase order from a buyer specific format to an XML based internal format and then translating the purchase order from the internal format to a supplier specific format. The Examiner has not cited any portion of Rivera that teaches receiving files in a first XML format and generating corresponding files in a second XML format.

Furthermore, Rivera fails to disclose a persistent object framer (POF) module configured to maintain data persistence of files stored in a database, wherein the files stored in the database correspond to the XML content in the in-bound documents and the out-bound documents respectively. Instead, Rivera teaches storing purchase orders in an internal format (Rivera, paragraphs [0008] and [0053]). While Rivera's internal document format may include XML, Rivera fails to teach that the documents stored in Rivera's database correspond to *XML content in the in-bound documents* and applied to

the out-bound documents respectively. Instead, Rivera stores files translated from purchase orders received in other formats. Thus, Rivera's stored documents are not described as corresponding to XML content of any in-bound documents or out-bound documents. .

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every limitation of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Rivera fails to disclose providing XML content gathered from a plurality of in-bound documents, receiving files in a first XML format, generating corresponding files in a second XML format and storing in a database files corresponding to the XML content in the in-bound and out-bound documents. Therefore, Rivera cannot be said to anticipate claim 17.

For at least the reasons above, the rejection of claim 17 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 18, Rivera fails to disclose wherein said XML content configuration file module comprises XML content retrieving logic configured to retrieve XML content from data sources that are external and internal to said XML content configuration file module. The Examiner has not cited any portion of Rivera nor provided any argument demonstrating that Rivera discloses this limitation. As described above regarding claim 17, Rivera teaches translating purchase orders received in a buyer specific format into an internal format and then translating from the internal format to a supplier specific format. Rivera's system includes the use of translation map when translating between document formats. However, Rivera does not describe the use of a translation map as including retrieving XML content from data sources external and internal to the system. Nor does Rivera describe his translation map has being XML

content. Nowhere does Rivera mention retrieving XML content from data sources in response to a purchase order. Thus, the rejection of claim 18 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 21, Rivera fails to disclose wherein the files stored in the database are defined as data objects with related attributes. Instead, Rivera teaches that the translated received purchase orders are stored in the database (Rivera, paragraphs [0008] and [0053]). Rivera's does not describe his translated purchase orders as data objects with related attributes nor does Rivera describe his database as including data objects with related attributes. Thus, the rejection of claim 21 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 26, Rivera fails to disclose retrieving XML content in response to the purchasing request from data sources external and internal to the electronic purchasing network. As noted above regarding claim 18, the Examiner has not cited any portion of Rivera nor provided any argument demonstrating that Rivera discloses this limitation. As described above regarding claim 17, Rivera teaches translating purchase orders received in a buyer specific format into an internal format and then translating from the internal format to a supplier specific format. Rivera's system includes the use of translation map when translating between document formats. However, as noted above regarding claim 18, Rivera does not describe the use of a translation map as including retrieving XML content from data sources external and internal to the system. Nor does Rivera describe his translation map has being XML content. Nowhere does Rivera mention retrieving XML content from data sources in response to a purchase order.

Additionally, Rivera fails to disclose transforming the retrieved XML content into appropriate content suitable for an underlying markup language of an Internet browser. The Examiner cites paragraph [0040] and argues that Rivera's system include markup content suitably adapted to interact with an Internet browser. However, the cited passage

describes Rivera's document viewer that allows users to access the documents stored in Rivera's data manager database. As described above, Rivera stores translated versions of received documents and the document viewer allows these stored files to be displayed. However, the translated documents displayed by Rivera's document viewer are not XML content retrieved from data sources in response to a received purchase order that is then transformed into content suitable for an Internet browser. Instead, Rivera's document viewer displays the received documents themselves (Rivera, paragraphs [0011], [0038 - 0040] and [0057]).

Thus, for at least the reasons presented above, the rejection of claim 26 is not supported by the prior art and removal thereof is respectfully requested.

Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

#### **Section 103(a) Rejection:**

The Office Action rejected claim 23 under 35 U.S.C. § 103(a) as being unpatentable over Rivera in view of Andersson (U.S. Publication 2002/0087419). Applicants respectfully traverse the rejection of claim 23 for at least the reasons presented above regarding its independent claim.

#### **Information Disclosure Statement:**

Applicants note that an Information Disclosure Statement with accompanying Form PTO-1449 was submitted on January 25, 2005. Applicants request the Examiner to carefully consider the listed references and return copies of the signed and initialed Forms PTO-1449 from this statement.

## CONCLUSION

Applicants submit the application is in condition for allowance, and an early notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90700/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$  
for fees (        ).
- ☐ Other:

Respectfully submitted,



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